

MANUAL: Personnel
Chapter Series CC--Commissioned Corps Personnel Manual
Part 2--Commissioned Corps Personnel Administration

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Chapter CC22--Pay and Allowance Administration
Subchapter CC22.2--Special Pays
Personnel INSTRUCTION 10--Incentive Special Pay (ISP)

CONTENTS

<u>Section</u>	<u>Subject</u>	<u>Page</u>
A.	Purpose and Scope.....	2
B.	Authority.....	2
C.	Definitions.....	2
D.	Eligibility.....	4
E.	Responsibilities.....	6
F.	Rate of Incentive Special Pay (ISP).....	7
G.	Voluntary Termination of ISP.....	9
H.	Involuntary Termination of ISP Contracts.....	10
I.	Absence Without Leave (AWOL).....	13
J.	Privacy Act Provisions.....	13
Exhibit I	Form PHS-6300-1, "Medical Special Pay Contract Request".....	14
Exhibit II	Designated Location Lists (Category A and B).....	15
Exhibit III	Rates for ISP.....	19
Exhibit IV	Rates for ISP Hardship.....	23

Section A. Purpose and Scope

This INSTRUCTION states the conditions and circumstances under which medical officers of the Public Health Service (PHS) Commissioned Corps may be paid Incentive Special Pay (ISP). The purpose of ISP is to aid in adjusting the civilian/military pay gap for medical officers with clinical specialty skills training.

Section B. Authority

1. Medical officers in the Armed Forces are authorized ISP by 37 U.S.C. 302(b). The PHS Act (42 U.S.C. 210(a)(2)) specifies that medical and dental officers on active duty in the PHS Commissioned Corps are authorized special pay in the same amounts as, and under the same terms and conditions which apply to, the special pay paid to commissioned medical and dental officers of the Armed Forces under Chapter 5 of Title 37, U.S. Code.
2. The authority to administer the PHS Commissioned Corps is prescribed in 42 U.S.C. 216 of the PHS Act. The authority for daily administration of the PHS Commissioned Corps has been delegated to the Director, Division of Commissioned Personnel (DCP), Human Resources Service (HRS), Program Support Center (PSC).

Section C. Definitions

For the purpose of this INSTRUCTION, the following definitions shall apply:

1. Incentive Special Pay. A special pay for physicians with clinical specialty skills training.
2. Incentive Special Pay Contract. A written agreement, which has been properly signed and notarized, by which an officer agrees to remain on active duty for a 1-year period beginning on the effective date of the agreement. An agreement to serve under the ISP program will be executed in triplicate on Form PHS-6300, "Medical Officers' Incentive Special Pay (ISP) Contract" (see Exhibit I) or on Form PHS 6300-1, "Medical Special Pay (MSP) Contract Request" (see Exhibit I).
3. Creditable Service. The officer's years of active duty as a medical officer in the Uniformed Services, and the years such officer spent participating in a medical internship and/or residency training program while not on active duty with a Uniformed Service. (See Commissioned Corps Personnel Manual (CCPM), INSTRUCTION 3, Subchapter CC22.2, "Retention Special Pay," of the this Manual.)

4. Creditable Service Entry Date (CSED). The service entry date used to determine the rates of special pay for medical officers.
5. Retention Special Pay (RSP). A lump-sum bonus payable on an annual basis to medical officers who contract to serve on active duty in the commissioned corps for 1, 2, 3, or 4 years. (See CCPM, INSTRUCTION 3, Subchapter CC22.2, of this manual.)
6. Board Certified. For the purposes of ISP, "board certified" is defined in Section C.3., INSTRUCTION 1, Subchapter CC22.2, "Monthly Special Pays for Medical, Dental, Optometry, and Veterinary Officers," of the CCPM.
7. Fully Trained in an ISP Specialty. For the purposes of ISP, "fully trained in a medical specialty" is defined as satisfactory completion of an accredited residency training program approved by the Accreditation Council for Graduate Medical Education or the Advisory Board for Osteopathic Specialists of the American Osteopathic Association. "Board eligible" is not synonymous with "fully trained."
8. Clinical Pharmacology. To be designated as a clinical pharmacologist for the purpose of this special pay, a medical officer must provide written proof of board certification in clinical pharmacology by the American Board of Clinical Pharmacology, or must complete a 2-year postdoctoral fellowship training in clinical pharmacology with or without board certification in another clinical specialty.
9. Research Officer Group (ROG). Officers who are members of ROG (independent of scientific tenure) as defined in CCPM, INSTRUCTION 1, Subchapter CC23.6, "Research Officer Group," who are involved with basic research.
10. Scientific Tenure. This is a status, relating to the community of researchers, conferred upon officers of ROG by certain Department of Health and Human Services (HHS) Operating Divisions (OPDIVs) or Programs, such as the National Institutes of Health, based on an officer's record of accomplishments in biomedical research. Officers who have received Agency tenure status are still subject to all the laws, regulations, and policies applicable to the PHS Commissioned Corps. (See CCPM, INSTRUCTION 1, Subchapter CC23.6, of this manual.) For pay purposes, this status is not effective until personnel orders are issued by DCP.
11. Isolated/Hardship/Hard-to-Fill Locations.
 - a. Locations designated, where ISP for hardship has been authorized to be paid to alleviate the shortage or to increase the retention of active duty medical officers. Once designated, locations will remain designated for a period of 4 years (See Exhibit II).

b. Category Designation/Priority:

- (1) Category A - Isolated hardship locations as defined for the Commissioned Corps Isolated Hardship Service Award (see Section E of CCPM INSTRUCTION 2, Subchapter CC27.1, "Commissioned Officers' Awards Program; Description and Criteria," of this manual) and designated as eligible for ISP.
- (2) Category B - Sites designated as hard-to-fill based on support documentation from the OPDIVs or Programs, i.e.,
 - (a) billet requiring board eligible or board certified physicians;
 - (b) support of difficulty to fill;
 - (c) vacant at least 1 year; and
 - (d) number of declinations to accept position.
- (3) ISP Board - An ISP Board may be convened to prioritize the proposed sites for Category B.

12. OPDIV or Program Head. The head of an HHS OPDIV or Program.

Section D. Eligibility

To be eligible for ISP, a medical officer must:

1. Be entitled to RSP (referred to as "additional special pay" in the United States Code) under 37 U.S.C. 302(a)(4);
2. Be in pay grade 0-6 or below;
3. Not be participating in HHS-supported, long-term training as defined in INSTRUCTION 1, Subchapter CC25.2, "Extramural Training," of the CCPM;

NOTE: Half-time Training. For those medical officers who are enrolled in a 2-year training program which requires only half-time training and is designed to lead to a certificate which allows 1 year of training credit for the 2 years of half-time training, such officers will be ineligible for ISP for the first full year of half-time training; however, they will be deemed eligible for ISP for the second year of such half-time training provided they have successfully completed the first year. If an officer has not successfully completed the first year of half-time training, then he/she shall remain ineligible until he/she can provide proof of successful completion of that year. For example, a medical officer who

has completed a Masters in Public Health undertakes a residency program which will lead to eligibility for board certification in another specialty. The training period begins July 1996 and ends June 1998. He/she begins the training on a half-time basis in July 1996. At the time of entry into training, the officer loses eligibility for ISP for 1 full year, even though he/she was working as a medical officer for half-time during that year. However, in July 1997, the officer would regain eligibility for ISP even though he/she was in training on a half-time basis.

If the officer changes his/her residency and enters a program which requires an additional 3 years of full-time training for board eligibility, then the officer working half time would lose ISP eligibility for the initial 3 years of such training.

If an officer who has lost eligibility for the first year of half-time training does not complete the second year of half-time training, there shall be no pro rata payment for the initial year of training, nor shall the officer be considered eligible for ISP during any portion of that training year completed.

4. Not be serving under a Medical Officer Retention Bonus (MORB) or Incentive Special Pay-Research Officer Group (ISP-ROG) contract; however a medical officer may receive ISP while serving a MRB contract;
5. Be eligible to remain on active duty for a period of 1 year;

NOTE: ISP contracts will not be processed for medical officers who have or will attain 30 years of active service prior to the expiration date of the contract unless the OPDIV or Program Head concerned indicates that the officer will be recommended for retention for the entire period of the contract and the extension is approved.

6. Submit documentation of a current unrestricted licensure or approved waiver consistent with the licensure policy which is found in CCPM, INSTRUCTION 4, Subchapter CC26.1, "Professional Licensure/Certification Requirements for Commissioned Officers in the Public Health Service," of this manual. All licensure waivers will expire on December 31, 1999. Officers who are not in compliance with this policy will face involuntary separation from active duty.
7. Be board certified or fully trained, as defined in Section C. above, in a medical specialty specified in Section F., below;
8. Be capable of undertaking the clinical practice of his/her specialty, which may be verified by assignment to a clinical practice billet, by being credentialed to practice at a Federal health care facility, or by being credentialed to practice by a recognized health care facility. If

an officer is not in full-time clinical practice as reflected in his/her billet, the officer must submit documentation of current or planned involvement in clinical practice for the equivalent of 14 days (112 hours) per year at a military, Bureau of Prisons, Indian Health Service, or Coast Guard facility, and this practice activity must be reflected in the officer's billet;

9. Provide information supporting the practice of their ISP specialty in other than Federal facilities. Such outside work activities must be approved in advance by the OPDIV or Program to which the officer is assigned. At the time of renewal, documentation such as a letter from the health facility granting clinical privileges and dates of clinical activities shall be provided before subsequent payments are authorized;
10. Be assigned to a Category A or B site listed in Exhibit II to receive ISP at the Hardship rates shown in Exhibit IV. Officers must choose to receive ISP at either the specialty rate or the Hardship rate if eligible for both.
11. Execute an ISP contract to remain on active duty for at least 1 year at one of the ISP for Hardship Category A or B sites (see Exhibit II).

Medical officers who are members of ROG, who are in appropriate ROG billets, who meet the requirements of 1 through 7 of this Section, and who have scientific tenure, are eligible for ISP.

Section E. Responsibilities

1. DCP is responsible for:
 - a. Certifying that medical officers receiving ISP meet the eligibility requirements specified in Section D. above;
 - b. Issuing implementing instructions for administering the ISP program;
 - c. Awarding ISP payments based on his/her discretion in accordance with the needs of the Service; and
 - d. Determining those locations, which are to be classified as isolated-hardship/hard-to-fill.

2. HHS OPDIV or Program Head. The head of each HHS OPDIV or Program is responsible for identifying, by June 1 of each year, those locations within his/her OPDIV or Program which he/she deems appropriate to be classified as isolated/hardship/hard-to-fill. The OPDIV or Program Head must justify these requests by submitting at least the following data by location:
- a. Number of medical officer positions authorized by each personnel system (civil service and commissioned corps);
 - b. Number of medical officers assigned within each personnel system;
 - c. Length of service of medical officers (civilian and commissioned corps) currently assigned at the requested location;
 - d. Recruitment trends for each location over the past 3 years, e.g., number of medical officer applicants, reasons for not accepting positions; reasons for leaving, etc.;
 - e. Availability of medical educational opportunities for the officer;
 - f. Availability of housing;
 - g. Availability of Uniformed Services medical facilities; and
 - h. Adequacy of educational facilities for dependents.

The OPDIV or Program Head may petition DCP to consider removal of a site from either Category A or Category B for payment of ISP for Hardship. Officers will be permitted to complete existing contracts if a site is removed from Category A or Category B.

Section F. Rate of Incentive Special Pay

The annual amount of ISP to which a medical officer is entitled shall be based on the officer's specialty training and the needs of the Service, or the geographical site determined by DCP to be classified as an isolated-hardship or hard-to-fill site.

- 1. Rates of pay for 1 year contract for specialty are shown in Exhibit IV. If the officer enters a MRB contract, the rate of ISP is fixed for the duration of the MRB contract.
- 2. Officers presently serving under an RSP contract, who are eligible to receive ISP, shall terminate the current RSP contract and shall execute a new RSP contract with dates concurrent with the ISP contract. A payback for the unserved portion of the RSP contract shall be calculated based on

1/360 for each day not served. The payback shall be collected from the new RSP contract amount at the time of payment for the new RSP and ISP contracts.

3. ISP contracts will be payable in one installment. The annual installment will be paid upon acceptance of the ISP service agreement and issuance of personnel orders. Payment will normally be made within 90 days after the effective date of the contract. Payments for ISP are payable only in the regular monthly payroll.
4. Officers under a MRB contract who become eligible to receive ISP at a higher rate as a result of certification (or additional training to become "fully trained"), will be entitled to the new rate (in effect at the time of the effective date of the MRB contract) of ISP at the time of the next annual contract.
5. Unless otherwise precluded by law, medical officers who sign an ISP contract who would be eligible for a larger payment under future special pay legislation, will have the option of executing an agreement under the new legislation only if the new agreement would extend beyond the officer's current ISP obligation.
6. Officers are not eligible for voluntary retirement for the duration of the contract.
7. Officers serving a MRB contract will be eligible to receive ISP at the same rate for the duration of the MRB contract.
8. If the ISP rates increase, officers serving a MRB contract will be eligible to renegotiate the MRB contract to receive the increase in ISP rate.
9. ISP for Hardship specific provisions include:
 - a. The annual amount of ISP for Hardship to which a medical officer is entitled shall be based on the isolated-hardship/hard-to-fill locations specified in Exhibit II and at the rate specified in Exhibit IV.
 - b. Upon acceptance of a written agreement by DCP, the total amount payable under the agreement becomes fixed for the length of the contract.
 - c. Annual payments shall be withheld if documentation of current licensure is not on file in DCP.

- d. The date of the ISP for Hardship contract is not required to be concurrent with the RSP contract, but should reflect the period of assignment to the duty station.

Section G. Voluntary Termination of Incentive Special Pay

1. ISP shall be terminated if the officer requests release from active duty or upon completion of the contract period.
2. An officer who requests release from active duty prior to the expiration of the ISP contract, shall have his/her commission terminated and shall be divested of entitlements for travel and transportation allowances for himself/herself and his/her dependents, shipment of household goods, and use of, transfer of, or payment for unused annual leave upon release from active duty. In addition, the officer shall be required to refund a pro rata portion of the annual payment for the period not served.
3. The ISP payment of officers promoted to pay grade 0-7 or above, or officers who enter a HHS-supported long-term training program, shall be recouped for the unserved portion of the contract based upon the effective date of promotion or date of entrance into long-term training.
4. An officer with fewer than 30 years of creditable service, will not be permitted to retire prior to the expiration date of the current contract. The effective date of retirement shall be no earlier than the first of the month subsequent to the expiration date of the contract.
5. Specific ISP for Hardship provisions.
 - a. ISP for Hardship will be terminated on the earliest of the following dates:
 - (1) Effective date of transfer to a duty station not designated as an isolated/hardship/hard-to-fill location;
 - (2) Release from active duty; or
 - (3) Completion of the contract period if the location is removed from the designated list during the contract year.
 - b. An officer who is transferred to a location not designated as an isolated/hardship/hard-to-fill location, or who does not serve on active duty for the entire contract period for which he/she received ISP for Hardship shall refund that portion of the ISP for Hardship payment which represents 1/360th of that payment for each day of the period not served in an ISP for Hardship site.

- c. If an officer transfers to another Category A or Category B site while under an ISP contract, the current contract shall be terminated effective the date of transfer. If a new contract is executed, the pro rata adjustment shall be collected from the payment for the new contract. However, if a new contract is not approved, a repayment of that portion of the ISP for Hardship payment which represents 1/360th of that payment for each day of the period not served in an ISP for Hardship site shall be repaid.
 - d. Officers who are under contract prior to the date of this INSTRUCTION may terminate their current contract and execute a new contract with an effective date no earlier than the first day of the month following the month in which this regulation is approved. There will be a pro rata payback for the unserved portion of the prior contract deducted from the payment under the new contract.
 - e. If officer also has a MRB contract, the ISP rate must be consistent with the effective date of MRB.
6. Specific ISP for ROG provisions.
- a. ISP for ROG shall be terminated on the earliest of the following dates:
 - (1) effective date of transfer out of ROG or ROG billet; or
 - (2) release from active duty.
 - b. An officer who is transferred into a billet which is not within ROG, or who does not serve on active duty for the entire contract period for which he/she received ISP for ROG, shall refund that portion of the ISP for ROG payment which represents 1/360th of that payment for each day of the period not served in a ROG billet.

Section H. Involuntary Termination of ISP Contracts

- 1. Misconduct. If an officer is disciplined for misconduct while under an ISP contract, the officer shall be referred to a special pay review board. A special pay review board will be convened within 30 days of the disciplinary action or as directed by the Director, DCP. A special pay review board will recommend to the Director, DCP, when the officer will be next eligible for special pay consideration.
- 2. Deterioration of Performance. If there is deterioration in an officer's performance, the Director, DCP, may at any time, refer the officer's record to the MOSP Review Board for recommendations regarding continuance of ISP. If the MOSP Review Board finds that the officer's performance has

deteriorated to a level at which no premium should be placed on continued service, and the appropriate HHS official concurs, the officer's ISP contract shall be terminated within 30 days of such recommendation. The officer shall be required to repay a pro rata portion of the last annual payment as specified in Section F., above. In addition, such officer shall not again be considered for ISP for at least 1 year after the date the contract is terminated.

- a. If the MOSP Review Board approves the officer's continued eligibility and the appropriate HHS official concurs, then the officer and the program liaison official will be so notified by DCP.
 - b. If the MOSP Review Board finds that the officer's performance is at a level or has deteriorated to a level at which no bonus should be paid for the officer's current service and the appropriate HHS official concurs, then the officer and the program liaison official will be notified by DCP. The effective date for contract termination will be the date the appropriate HHS official concurs in the MOSP Board's recommendation. This officer shall be ineligible for ISP for one full year of active duty from the date of contract termination. The officer shall be required to repay a pro rata portion of the last annual payment as specified in Section F., above. If, after the MOSP Review Board's recommendation to approve payment of ISP, the program subsequently submits another COER citing poor performance, then the next MOSP Review Board may evaluate only that performance which is subsequent to the date of the original MOSP Review Board's recommendation. Subsequent to denial of ISP by a MOSP Review Board and termination of the existing ISP contract, if an officer requests separation from the Corps, there shall be no divestiture action taken against an officer for breaking a contract, provided the separation occurs prior to the next ISP contractual agreement. If an officer under contract submits a request for separation prior to a recommendation by the MOSP Board, then he/she shall be treated as having broken a contract and divestiture of lump-sum leave, travel, and transportation entitlements shall apply. An officer, who has been denied ISP by a MOSP Review Board, shall not again be eligible for ISP until a satisfactory COER, covering at least a 6-month period of time, has been received by DCP.
3. Failure to be Recommended for Promotion. If a promotion board recommends against either a permanent or temporary promotion while under a special pay contract, the officer shall be referred to a special pay review board at the time of renewal or subsequent annual payment for consideration. If the officer separates prior to the completion of his/her current contract, the officer shall be required to repay a pro rata for the unserved portion of the payment.

4. Entry into Training. If a medical officer serving under an ISP contract enters into a medical internship or into initial residency training as defined in Section C.2. and 3., above, respectively, the contract shall be terminated as of the effective date of assignment to training. An officer whose ISP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section F., above.
5. LWOP Status. A medical officer who enters LWOP status shall have his/her contract terminated as of the effective date of the LWOP. An officer whose ISP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section F., above. The officer shall not again be eligible for ISP until his/her return to pay status.
6. Involuntary Retirement. A medical officer who is involuntarily retired under the provisions contained in Subchapter CC23.8, CCPM INSTRUCTION 3 or 4, of this manual, shall have his/her ISP contract terminated on the effective date of the officer's retirement. An officer whose ISP contract is terminated under this provision shall be required to repay a pro rata portion of the last annual payment as specified in Section F., above.
7. Disability Retirement. If a medical officer is retired (temporarily or permanently) for disability while serving under an ISP contract, the contract is automatically terminated as of the date the officer is placed in retired status. An officer whose ISP contract is terminated under this provision will not be required to repay a pro rata portion of the last annual payment provided that the disability is not the result of misconduct or willful neglect and not incurred during a period of unauthorized absence. An officer eligible for an ISP contract who is considering applying for a disability retirement may sign an ISP contract since there is no assurance that the disability retirement will be approved.
8. Involuntary Separation or Retirement for Convenience of the Government. If a medical officer is released from active duty or retired because of a reduction in strength, numbers limitation, or other reasons for the convenience of the Government, while serving under an ISP contract, the contract is automatically terminated as of the date of the officer's separation or retirement. There are to be no repayments of any amounts already received.
9. Death. In the event an officer dies while serving under an ISP contract, the contract is automatically terminated as of the date of the officer's death. There are to be no repayments of any amounts already received.

Section I. Absence Without Leave (AWOL)

Under 37 U.S.C. 503(b), any period during which an officer is determined to be in an AWOL status shall not be credited toward fulfillment of an active-duty obligation incurred under an ISP contract, and shall serve to extend the period of active duty required by the contract.

J. Privacy Act Provisions

Payroll records are subject to the Privacy Act of 1974. The applicable systems of records are 09-37-0002, "PHS Commissioned Corps Personnel Records," HHS/OASH/OSG; 09-37-0005, "PHS Commissioned Corps Board Proceedings," HHS/OASH/OSG; and 09-37-0008, "PHS Commissioned Corps Unofficial Personnel Files and Other Station Files," HHS/OASH/OSG.

EXHIBIT I

Medical Special Pay Contract

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE			
MEDICAL SPECIAL PAY (MSP) CONTRACT REQUEST (Primary Act Notice on Reverse)			DCP USE ONLY
1 IDENTIFICATION			DATE REC.:
a. NAME (Last, First, Middle Initial)	b. GRADE/RANK	c. PHS SERIAL NUMBER	CT. DATE:
d. ORGANIZATION	e. DUTY PHONE NUMBER	f. SSN	EXP. DATE:
2 SPECIAL PAYS REQUESTED (Check appropriate boxes)			
<input type="checkbox"/> RETENTION SPECIAL PAY (RSP) (1, 2, 3, or 4 year contracts)		<input type="checkbox"/> MULTIYEAR RETENTION BONUS (MRB) (2, 3, or 4 year contracts, concurrent with RSP)	<input type="checkbox"/> INCENTIVE SPECIAL PAY (ISP) (1 year--If MRB contract, rate of concurrent ISP fixed for duration of MRB)
3 CONDITIONS OF CONTRACT			
<p>In consideration of payment of the above requested special pay for which I qualify under 42 U.S.C. 210(a)(2), 37 U.S.C. 302(a)(4), 302(b), and 301d, and implementing policies prescribed in INSTRUCTIONS 3, 9, and/or 10, Subchapter CC22.2, of the Commissioned Corps Personnel Manual CCPM, I hereby agree to the following:</p> <p>A. To remain on active duty in the Public Health Service (PHS) Commissioned Corps for 12, 24, 36, or 48 consecutive months from the effective date of this contract. (CHECK ONLY ONE) <input type="checkbox"/> 12 months <input type="checkbox"/> 24 months <input type="checkbox"/> 36 months <input type="checkbox"/> 48 months</p> <p>B. That the EFFECTIVE date will be the DATE THE NOTARIZED CONTRACT IS RECEIVED in the Compensation Branch (CB), Division of Commissioned Personnel (DCP), except for conditions listed below: (1) Effective date for initial contracts will be the: (a) Date I attain eligibility for MSP provided the completed contract is received in CB, DCP, within 60 days after I am initially eligible, and the contract bears my signature, notarized within 30 days after I am initially eligible for MSP; or (b) Date the completed contract is notarized if received in CB, DCP, within 60 days of the date of eligibility but has not been notarized within 30 days of date of initial eligibility; or (c) Later date, if eligible, specified by me, which is _____ month, day, year (2) Effective date for subsequent contracts will be the: (a) Date following the date the preceding contract expires, provided the completed contract is received in CB, DCP, within 60 days after the date of expiration of the previous contract, and the contract bears my signature, notarized on or before the date following the date the preceding contract expired; or (b) Date the completed contract is notarized if received in CB, DCP, within 60 days after the date of expiration of the previous contract, but has not been notarized on or before the date the previous contract expired.</p> <p>C. If this contract is terminated prior to its expiration date for reasons other than as identified in F, below: (1) I will be required to refund a pro rata portion of any payment received pursuant to this contract. (For one year RSP and/or ISP and two year MRB contracts, that portion that represents 1/360 of the annual payment for each day of the year not served. In the case of three and four year MRB contracts, the amount prorated will be the minimum bonus (two year bonus amount)). The additional bonus amount for three and four year contracts will not be prorated and must be repaid in its entirety; (2) I will be divested of entitlements for travel and transportation allowances for myself and my dependents, shipment of household goods, and transfer of or payment for unused annual leave to my credit upon separation from the PHS Commissioned Corps; and (3) Any amount which I am obligated to refund because this contract is terminated will be a debt due to the United States which I hereby agree to pay in full as directed by the appropriate collections officials. In accordance with Treasury Fiscal Requirements Manual (1 TFRM 6-8000, Cash Management), late charges may be assessed for payments made after the due date on amounts owed to the U.S. Government.</p> <p>D. That a period of Absence Without Leave (AWOL) shall not be credited to fulfillment of the active duty obligation incurred pursuant to this contract and that the period of such active duty obligation shall be extended by the number of days of AWOL.</p> <p>E. That the policies (INSTRUCTIONS 3, 9, and/or 10, Subchapter CC22.2, of the CCPM) which implement the MSP provisions of 42 U.S.C. 210(a)(2) and 37 U.S.C. 302(a)(4), 302(b), and 301d are incorporated into and made part of this contract.</p> <p>F. That if I enter a long-term training program as defined in INSTRUCTION 1, Subchapter CC25.2, of the CCPM or medical internship or residency training program (i.e. training which is creditable toward board certification) this contract will be terminated and I will repay an amount as specified in C.(1), above.</p> <p>G. That I am NOT ELIGIBLE for voluntary retirement for the duration of this contract.</p>			
4 CERTIFICATION			
I certify that I understand and agree to the terms of this contract as stated above.			
SIGNATURE			DATE
5 NOTARIZATION			
Subscribed and sworn before me this _____ day of _____, A.D., _____ YEAR			
at City _____ State _____ Zip Code _____			
SIGNATURE		Date Commission Expires	

PHS-6300-1 (FRONT)
(Rev. 1/88)

1st Copy DCP

2nd Copy AGENCY/OPERATING DIVISION/ PROGRAM

3rd Copy OFFICER

EF

EXHIBIT II

CATEGORY A SITES

DESIGNATED LOCATION LIST FOR THE PAYMENT OF ISP FOR HARDSHIP

<u>CITY/STATE</u>	<u>GSA CODE</u>	<u>EFFECTIVE DATE</u>	<u>TERMINATION DATE</u>
BARROW AK	020237185	1988/10/01	1999/09/30
BETHEL AK	020270050	1988/10/01	1999/09/30
DILLINGHAM AK	020580070	1988/10/01	1999/09/30
FORT YUKON AK	020800290	1988/10/01	1999/09/30
GALENA AK	020830290	1988/10/01	1999/09/30
KOTZEBUE AK	021380140	1988/10/01	1999/09/30
METLAKATLA AK	021600190	1992/10/01	1999/09/30
NOME AK	021870180	1988/10/01	1999/09/30
TANANA AK	022520290	1988/10/01	1999/09/30
BYLASS AZ	040063009	1996/03/15	1998/09/30
CHINLE AZ	040083001	1988/10/01	1999/09/30
CIBECUE AZ	040085017	1988/10/01	1999/09/30
GANADO AZ	040195001	1988/10/01	1999/09/30
INSCRIPTION HO AZ	040246005	1988/10/01	1999/09/30
KAYENTA	040253017	1988/10/01	1999/09/30
KAIBITO AZ	040254005	1988/10/01	1999/09/30
KEAMS CANYON AZ	040255017	1988/10/01	1999/09/30
MANY FARMS AZ	040278001	1988/10/01	1999/09/30
PEACH SPRINGS AZ	040366015	1988/10/01	1999/09/30
SAN CARLOS AZ	040416007	1988/10/01	1999/09/30
SELLS AZ	040425019	1988/10/01	1999/09/30
SHONTO AZ	040432017	1988/10/01	1999/09/30
SUPAI AZ	040485005	1996/03/15	1998/09/30
TEEC NOS POS AZ	040495001	1988/10/01	1999/09/30
TSAILE AZ	040521001	1988/10/01	1999/09/30
TONALEA AZ	040522005	1988/10/01	1999/09/30
TUBA CITY AZ	040528005	1988/10/01	1999/09/30
WHITERIVER AZ	040565017	1988/10/01	1999/09/30
HOOPA CA	061633023	1992/10/01	1998/09/30
PRINCETON ME	236500029	1992/10/01	1998/09/30
RED LAKE MN	275827007	1988/10/01	1999/09/30
BOX ELDER MT	300125041	1988/10/01	1999/09/30
BROWNING MT	300170035	1988/10/01	1999/09/30
HARLEM MT	300560005	1988/10/01	1999/09/30
HEART BUTTE MT	300586073	1996/03/15	1998/09/30
LAME DEER MT	300695087	1988/10/01	1999/09/30
POPLAR MT	300960085	1988/10/01	1999/09/30
ROCKY BOY MT	300985041	1988/10/01	1999/09/30
SCOBAY MT	301040019	1992/10/01	1998/09/30
WOLF POINT MT	301300085	1992/10/01	1999/09/30

EXHIBIT II (Continued)

CATEGORY A SITES

DESIGNATED LOCATION LIST FOR THE PAYMENT OF ISP FOR HARDSHIP

<u>CITY/STATE</u>	<u>GSA CODE</u>	<u>EFFECTIVE DATE</u>	<u>TERMINATION DATE</u>
BELCOURT ND	380265079	1988/10/01	1999/09/30
FORT YATES ND	381125085	1988/10/01	1999/09/30
NEW TOWN ND	382345061	1988/10/01	1999/09/30
CROWNPOINT NM	350215031	1988/10/01	1999/09/30
DULCE NM	350255039	1988/10/01	1999/09/30
EL RITO NM	350266039	1988/10/01	1999/09/30
MESCALERO NM	350585035	1988/10/01	1999/09/30
PINE HILL NM	350639031	1996/03/15	1998/09/30
TIERRA AMARILL NM	350805039	1988/10/01	1999/09/30
ZUNI NM	350880031	1988/10/01	1999/09/30
FALLON NV	320090001	1996/03/15	1998/09/30
MCDERMITT NV	320135013	1996/03/15	1998/09/30
NIXON NV	320147031	1996/03/15	1998/09/30
OWYHEE NV	320155007	1988/10/01	1999/09/30
SHURZ NV	320185021	1996/03/15	1998/09/30
TALIHINA OK	404620079	1988/10/01	1999/09/30
EAGLE BUTTE SD	460820041	1988/10/01	1999/09/30
FORT THOMPSON SD	461035017	1988/10/01	1999/09/30
KYLE SD	461525113	1996/03/15	1998/09/30
LOWER BRULE SD	461687085	1988/10/01	1999/09/30
MCLAUGHLIN SD	461720031	1988/10/01	1999/09/30
MARTIN SD	461750007	1988/10/01	1999/09/30
PINE RIDGE SD	462165113	1988/10/01	1999/09/30
ROSEBUD SD	462335121	1988/10/01	1999/09/30
WAGNER SD	462800023	1988/10/01	1999/09/30
WANBLEE SD	462833071	1996/03/15	1998/09/30
DELL CITY TX	481805229	1988/10/01	1999/09/30
FORT DUCHESNE UT	490507047	1988/10/01	1999/09/30
COLVILLE WA	530410065	1992/10/01	1999/09/30
NEAH BAY WA	531465009	1988/10/01	1999/09/30
NESPELEM WA	531470047	1996/06/12	1999/09/30
TAHOLAH WA	532233027	1992/10/01	1999/09/30
PALAU TT	TQ4700000	1990/06/01	1999/09/30
SAIPAN, LORSTA TT	TQ7000000	1990/06/01	1999/09/30
KOROR, CAR ISL TT	TQ4000000	1990/06/01	1999/09/30
KOSRAE TT	TQ4200000	1990/06/01	1999/09/30
MAJURO TT	TQ4400000	1990/06/01	1999/09/30
PONAPE TT	TQ5000000	1990/06/01	1999/09/30
TRUK TT	TQ8000000	1990/06/01	1999/09/30
YAP TT	TQ9000000	1990/06/01	1999/09/30
KINSHASHA CG	CG5000000	1992/10/01	1999/09/30

EXHIBIT II (Continued)

CATEGORY B SITES

DESIGNATED LOCATION LIST FOR THE PAYMENT OF ISP FOR HARDSHIP

<u>CITY/STATE</u>	<u>GSA CODE</u>	<u>EFFECTIVE DATE</u>	<u>TERMINATION DATE</u>
KETCHIKAN AK	021250130	1992/10/01	1999/09/30
KODIAK AK	021340150	1996/10/01	1999/09/30
METLAKATLA AK	021600190	1988/10/01	1992/09/30*
SITKA AK	022360220	1996/10/01	1999/09/30
FT DEFIANCE AZ	040183001	1996/10/01	1999/09/30
SACATON AZ	040405021	1988/10/01	1999/09/30
WINSLOW AZ	040610017	1988/10/01	1999/09/30
YUMA AZ	040620027	1992/10/01	1999/09/30
BISHOP CA	060390027	1988/10/01	1992/09/30*
COVELO CA	060889045	1996/10/01	1999/09/30
HOOPA CA	061633023	1988/10/01	1992/09/30
TOWAOC CO	082435083	1996/10/01	1999/09/30
FORT HALL ID	160535011	1988/10/01	1999/09/30
LAPWAI ID	160930069	1988/10/01	1999/09/30
HOLTON KS	202520085	1988/10/01	1999/09/30
BARAGA MI	260000013	1988/10/01	1999/09/30
BRIMLEY MI	260585033	1992/10/01	1999/09/30
KINCHELOE MI	262559033	1988/10/01	1997/01/01*
SAULT STE MARIE MI	264480033	1997/01/01	1998/09/30
MT PLEASANT MI	263410073	1992/10/01	1999/09/30
WILSON MI	265252109	1992/10/01	1999/09/30
CASS LAKE MN	271100021	1988/10/01	1999/09/30
NETT LAKE MN	275064137	1992/10/01	1999/09/30
ONAMIA MN	275410095	1992/10/01	1999/09/30
WHITE EARTH MN	277555005	1988/10/01	1999/09/30
CROW AGENCY MT	300285003	1988/10/01	1999/09/30
FORT TOTTEN ND	381117005	1988/10/01	1992/09/30*
ACOMA NM	350004006	1996/10/01	1999/09/30
BLOOMFIELD NM	350115045	1988/10/01	1999/09/30
GALLUP NM	350340031	1996/10/01	1999/09/30
LAGUNA NM	350457006	1996/10/01	1999/09/30
SAN FIDEL NM	350702061	1997/01/01	1999/09/30
SHIPROCK NM	350745045	1997/01/01	1999/09/30
ELY NV	320080033	1992/10/01	1999/09/30
SCHURZ NV	320185021	1988/10/01	1996/03/14*
FALLON NV	320090001	1992/10/01	1996/03/14*
NIXON NV	320147031	1992/10/01	1996/03/14*
MCDERMITT NV	320135013	1992/10/01	1996/03/14*
ADA OK	400010013	1996/10/01	1999/09/30
ANADARKO OK	400160015	1996/10/01	1999/09/30

EXHIBIT II (Continued)

CATEGORY B SITES

DESIGNATED LOCATION LIST FOR THE PAYMENT OF ISP FOR HARDSHIP

<u>CITY/STATE</u>	<u>GSA CODE</u>	<u>EFFECTIVE DATE</u>	<u>TERMINATION DATE</u>
BROKEN BOW OK	400600089	1988/10/01	1999/09/30
CLINTON OK	401030039	1988/10/01	1999/09/30
EL RENO OK	401540017	1988/10/01	1999/09/30
HUGO OK	402340023	1988/10/01	1999/09/30
MCALESTER OK	402930121	1988/10/01	1999/09/30
PAWHUSKA OK	403680113	1996/10/01	1999/09/30
PAWNEE OK	400000117	1996/10/01	1999/09/30
TAHLEQUAH OK	404600021	1996/10/01	1999/09/30
TISHOMINGO OK	404740069	1988/10/01	1999/09/30
WATONGA OK	405020011	1988/10/01	1999/09/30
WEWOKA OK	405160133	1988/10/01	1999/09/30
WHITE EAGLE OK	403805071	1996/10/01	1999/09/30
UMTILLA OR	412120059	1996/10/01	1999/09/30
WARM SPRINGS OR	412175031	1996/10/01	1999/09/30
SISSETON SD	462460109	1988/10/01	1992/09/30*
COLVILLE WA	530410065	1988/10/01	1992/09/30*
TAHOLAH WA	532233027	1988/10/01	1992/09/30*
WELLPINIT WA	532455065	1996/10/01	1999/09/30
BOWLER WI	550640115	1988/10/01	1999/09/30
KESHENA WI	552405078	1988/10/01	1999/09/30
LAC DU FLAMBEAU WI	552477125	1988/10/01	1999/09/30
BLACK RIVER FALLS WI	550540053	1992/10/01	1999/09/30
ONEIDA WI	553565087	1988/10/01	1999/09/30
ST CROIX WI	550000109	1996/10/01	1999/09/30
ARAPAHOE WY	560027013	1988/10/01	1999/09/30
FORT WASHAKIE WY	560295013	1988/10/01	1999/09/30

*No Longer Category B site

EXHIBIT III
RATES FOR INCENTIVE SPECIAL PAY

<i>Specialty</i>	<i>Code</i>	<i>1991 Amount</i>	<i>1993 Amount</i>	<i>1994 Amount</i>	<i>1995 Amount</i>	<i>1996 Amount</i>
Aerospace	2200	\$ 0	\$ 4,000	\$ 8,000	\$ 7,000	\$ 7,000
Allergy	0601	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Anesthes	0100	\$20,000	\$29,000	\$26,000	\$33,000	\$33,000
Card Dis	0602	\$12,000	\$22,000	\$21,000	\$20,000	\$20,000
Clin Path	1408	\$ 0	\$12,000	\$15,000	\$15,000	\$15,000
ClinPhrm	8000	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
CritCare	0615	\$ 2,000	\$22,000	\$21,000	\$20,000	\$20,000
Dermatol	0300	\$ 8,000	\$ 8,000	\$14,000	\$14,000	\$14,000
Dia Radio	1803	\$20,000	\$25,000	\$24,000	\$29,000	\$29,000
Emer Med	6200	\$ 0	\$10,000	\$16,000	\$15,000	\$18,000
Endo&Met	0607	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
FamPrac	0501	\$ 0	\$ 3,000	\$ 3,000	\$ 3,000	\$ 6,000
Gastroen	0604	\$ 8,000	\$22,000	\$21,000	\$20,000	\$20,000
Geriatric	0614	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Hematolo	0608	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Immun	0613	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Infctdis	0609	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
IntMed	0600	\$ 0	\$ 3,000	\$ 5,000	\$ 6,000	\$ 9,000
Neonatal	1507	\$ 2,000	\$22,000	\$21,000	\$20,000	\$20,000
Nephrolo	0610	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Neurology	1702	\$ 8,000	\$10,000	\$14,000	\$13,000	\$13,000
Nuclear	2400	\$20,000	\$25,000	\$24,000	\$29,000	\$29,000
Obst&Gyn	0800	\$20,000	\$25,000	\$24,000	\$29,000	\$29,000
Occup Med	2300	\$ 0	\$ 4,000	\$ 8,000	\$ 7,000	\$ 7,000
Oncology	0611	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Ophthalm	5800	\$20,000	\$23,000	\$23,000	\$27,000	\$27,000
Orthosur	1000	\$22,000	\$36,000	\$36,000	\$36,000	\$36,000
Otolaryn	1200	\$20,000	\$24,000	\$23,000	\$27,000	\$27,000
Pathology	1400	\$ 0	\$12,000	\$15,000	\$15,000	\$15,000
PedCardi	1502	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
PedEndo	1506	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
PedGastro	1505	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
PedHmonc	1503	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
PedNephr	1504	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
PedNeuro	1509	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Pediatrics	1500	\$ 0	\$ 5,000	\$ 4,000	\$ 5,000	\$ 8,000
PhysMed	1600	\$ 0	\$ 4,000	\$ 8,000	\$ 7,000	\$ 7,000
Preventive	1900	\$ 0	\$ 4,000	\$ 8,000	\$ 7,000	\$ 7,000
Psychiatry	1701	\$ 0	\$ 7,000	\$10,000	\$ 7,000	\$ 7,000

EXHIBIT III (Continued)
RATES FOR INCENTIVE SPECIAL PAY

<i>Specialty</i>	<i>Code</i>	<i>1991 Amount</i>	<i>1993 Amount</i>	<i>1994 Amount</i>	<i>1995 Amount</i>	<i>1996 Amount</i>
Pulm-Dis	0606	\$ 2,000	\$22,000	\$21,000	\$20,000	\$20,000
Radiology	1800	\$20,000	\$25,000	\$24,000	\$29,000	\$29,000
Rheumato	0612	\$ 2,000	\$12,000	\$15,000	\$15,000	\$15,000
Surgery	5400	\$22,000	\$22,000	\$23,000	\$22,000	\$22,000
Surg Subs	----	\$ 0	\$36,000	\$35,000	\$36,000	\$36,000
Ten-ROG	9999	\$ 8,000	\$15,000	\$31,000	\$31,000	\$31,000
Urology	2000	\$20,000	\$22,000	\$23,000	\$21,000	\$24,000

EXHIBIT III (Continued)
RATES FOR INCENTIVE SPECIAL PAY

<u>Specialty</u>	<u>Code</u>	<u>1997 Amount</u>	<u>1998 Amount</u>	<u>1999 Amount</u>
Aerospace	2200	\$ 9,000	\$10,000	\$10,000
Allergy	0601	\$14,000	\$14,000	\$ 9,000
Anesthes	0100	\$31,000	\$30,000	\$29,000
Card Dis	0602	\$21,000	\$21,000	\$23,000
Clin Path	1408	\$15,000	\$15,000	\$15,000
ClinPhrm	8000	\$14,000	\$14,000	\$ 9,000
CritCare	0615	\$21,000	\$21,000	\$23,000
Dermatol	0300	\$13,000	\$13,000	\$12,000
Dia Radio	1803	\$31,000	\$31,000	\$30,000
Emer Med	6200	\$18,000	\$18,000	\$20,000
Endo&Met	0607	\$14,000	\$14,000	\$ 9,000
FamPrac	0501	\$ 8,000	\$11,000	\$12,000
Gastroen	0604	\$21,000	\$21,000	\$23,000
Geriatric	0614	\$14,000	\$14,000	\$ 9,000
Hematolo	0608	\$14,000	\$14,000	\$ 9,000
Immun	0613	\$14,000	\$14,000	\$ 9,000
Infctdis	0609	\$14,000	\$14,000	\$ 9,000
IntMed	0600	\$13,000	\$13,000	\$13,000
Neonatal	1507	\$21,000	\$21,000	\$23,000
Nephrolo	0610	\$14,000	\$14,000	\$ 9,000
Neurology	1702	\$12,000	\$12,000	\$12,000
Nuclear	2400	\$31,000	\$31,000	\$30,000
Obst&Gyn	0800	\$31,000	\$31,000	\$31,000
Occup Med	2300	\$ 9,000	\$10,000	\$10,000
Oncology	0611	\$14,000	\$14,000	\$ 9,000
Ophthalm	5800	\$31,000	\$30,000	\$28,000
Orthosur	1000	\$35,000	\$35,000	\$35,000
Otolaryn	1200	\$29,000	\$29,000	\$29,000
Pathology	1400	\$15,000	\$15,000	\$15,000
PedCardi	1502	\$14,000	\$14,000	\$ 9,000
PedEndo	1506	\$14,000	\$14,000	\$ 9,000
PedGastro	1505	\$14,000	\$14,000	\$ 9,000
PedHmonc	1503	\$14,000	\$14,000	\$ 9,000
PedNephr	1504	\$14,000	\$14,000	\$ 9,000
PedNeuro	1509	\$14,000	\$14,000	\$ 9,000
Pediatrics	1500	\$ 9,000	\$10,000	\$10,000
PhysMed	1600	\$ 9,000	\$10,000	\$10,000
Preventive	1900	\$ 9,000	\$10,000	\$10,000
Psychiatry	1701	\$10,000	\$11,000	\$12,000

EXHIBIT III (Continued)
RATES FOR INCENTIVE SPECIAL PAY

<u>Specialty</u>	<u>Code</u>	<u>1997</u> <u>Amount</u>	<u>1998</u> <u>Amount</u>	<u>1999</u> <u>Amount</u>
Pulm-Dis	0606	\$21,000	\$21,000	\$23,000
Radiology	1800	\$31,000	\$31,000	\$30,000
Rheumato	0612	\$14,000	\$14,000	\$ 9,000
Surgery	5400	\$26,000	\$26,000	\$25,000
Surg Subs	----	\$36,000	\$36,000	\$36,000
Ten-ROG	9999	\$31,000	\$31,000	\$31,000
Urology	2000	\$26,000	\$28,000	\$28,000

NOTE: ISP Hardship rates are applicable only for duty stations specified in Exhibit II. Medical officers are eligible for only one type of ISP, either that is based on their specialty training, or that is based on duty station (Hardship).

EXHIBIT IV

RATES FOR INCENTIVE SPECIAL PAY HARDSHIP

	<i>1991</i> <u>Amount</u>	<i>1993</i> <u>Amount</u>	<i>1994</i> <u>Amount</u>	<i>1996</i> <u>Amount</u>
Category A Sites	\$ 8,000	\$10,000	\$16,000	\$19,000
Category B Sites	\$ 4,000	\$ 5,000	\$ 8,000	\$11,000

NOTE: ISP Hardship rates are applicable only for duty stations specified in Exhibit II. Medical officers are eligible for only one type of ISP, either that is based on their specialty training, or that is based on duty station (Hardship).